170 Fed. 671; *United States v. Albertini* (1913, Mont.) 206 Fed. 133. But the statute itself provides that certain acts subsequent to naturalization shall be construed as *prima facie* evidence that the naturalization was obtained in bad faith, *e. g.*, proceeding abroad within five years after naturalization to take up a permanent residence there. So it seems reasonable that clear evidence afforded by subsequently spoken words of the falsity of the oath renouncing allegiance to a foreign sovereign, an essential condition of naturalization, proves fraud in obtaining citizenship. To determine a person's state of mind at a given time, it is proper to consider subsequently spoken words or evidence of a subsequent state of mind. *Waterman v. Whitney* (1854) 11 N. Y. 157. Wigmore, *Evidence,* sec. 233. Although 36 and 30 years respectively had elapsed since the naturalization of the defendants in the principal case and the other recent case which accords with it, it is not unreasonable to suppose, said the court, that the attachment to the native country, only now openly avowed, was stronger at the time of naturalization than now. Provided the evidence of alien loyalty is convincing, it is not unfair to conclude that the mental reservation thereof at the time of naturalization, though latent and not manifested for many years, falsified the oath by means of which the certificate of naturalization was secured, and constitutes that fraud which justifies cancellation proceedings.

ARMY AND NAVY—CRIMINAL OFFENSES—IMMUNITY OF NAVAL DISPATCH DRIVER VIOLATING STATE SPEED LAW BY ORDER OF SUPERIOR OFFICER.—A criminal complaint was brought against the defendant for violating the automobile speed law of Rhode Island, and the following question of law was certified to the State Supreme Court: "Is a man of the U. S. Naval Reserve Force, on duty as a dispatch driver, amenable to the provisions of [the state motor vehicle law] while acting under specific instructions of his superior officer to proceed in a motor vehicle with all possible dispatch along one of the highways of the state, which instruction said man was obliged to obey, which instruction was assumed by said officer to necessitate the violation by said man of the speed laws of the state, and which instruction was given by said officer in a matter deemed by him to be of urgency and appertaining to the conduct of the war between the United States and Germany?" *Held,* that the question should be answered in the negative. *State v. Burton* (1918, R. I.) 103 Atl. 962.

See COMMENTS, p. 61.

BILLS AND NOTES—HOLDER IN DUE COURSE—USURY AS DEFENSE.—The defendant executed a promissory note for $2,100, payable to the order of one F, and delivered it to the latter as his agent for the purpose of having it discounted. F sold it to the plaintiff for $1,850, endorsing it and delivering it in the usual way. To a suit on the note the defendant pleaded usury. *Held,* that the plaintiff, although a holder in due course, was not entitled to recover. *Sabine v. Paine* (1918, N. Y.) 119 N. E. 849.

Whether usury is a mere personal defense not available against a holder in due course, or an absolute defense good against everyone, depends upon the usury statute of the particular jurisdiction concerned. The present case is of interest because it settles apparently for the first time the effect of the uniform Negotiable Instruments Law upon the usury law of New York in force at the time of its passage. That law expressly declared that all "bonds, bills, notes . . . tainted with usury" were void and that upon proof of the facts "the court shall declare the same to be void, and enjoin any prosecution thereon, and order the same to be surrendered and cancelled." General Business Law (N. Y.